



## Staff Report

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### RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELMONT AND MID-MANAGEMENT CONFIDENTIAL EMPLOYEES ASSOCIATION

Honorable Mayor and Council Members:

#### **Summary**

Staff recommends that the City Council adopt the attached resolution approving the Memorandum of Understanding between the City of Belmont and the Mid-Management Confidential Employees Association (MMCEA). The Memorandum of Understanding is for a four-year term from July 1, 2008 through June 30, 2012.

#### **Background**

The term of the current Memorandum of Understanding (MOU) with MMCEA expired June 30, 2008. Over the past eleven months, the City Negotiators (Kelly M. Tuffo, Chief Negotiator Attorney from Liebert Cassidy Whitmore and City management representatives) and representatives of MMCEA (Bud Stone, MMCEA Chief Negotiator, and labor representatives) met and conferred in good faith regarding changes to the 2007-2008 MOU between MMCEA and the City of Belmont.

The parties reached a tentative agreement on April 23, 2009, and the MMCEA membership ratified the agreement on May 12, 2009. The attached draft MOU has been forward to MMCEA representatives for review and is pending negligible final edits by the association.

#### **Discussion**

There are a few changes to the proposed MOU, which is attached as Exhibit B. The most notable changes are described below:

- **Equity** - Classifications that are below the April 15, 2009 labor market median will receive equity increases as follows:
  - 80% of their equity adjustment amount effective June 16, 2009.
  - 20% of their equity adjustment amount effective July 1, 2009.

*Example:*

Position	% Below Median	June 16, 2009 Adjustment	July 1, 2009 Adjustment
Principal Planner	5.39%	4.312%	1.078%

- **Cost of Living Adjustments (COLA)** – The rate of pay for all job classes will be increased accordingly:
  - 2% effective July 1, 2009
  - 2.6% effective July 1, 2010
  - 2.5% effective July 1, 2011

Totaling 7.1% for the four year contract.

- **Merit/Longevity Bonus Program** – Eligible employees are able to receive an annual lump-sum bonus on his/her anniversary date if he/she completes a specified period of continuous employment (six to twenty plus years) with the City and achieves a specified, overall performance rating of exceeds standards or outstanding for the year.
- **Economic Hardship Provision** – The association agrees to engage in a cooperative dialogue on ways to assist the City should a substantial economic hardship occur during the term of this agreement.

Other changes to the MOU include:

- **Contract Duration** – The MOU is for a four-year term. The last contract duration was for a one year term.
- **Appeals of Performance Report** – Provides employees the opportunity, after the performance report meeting with the employee and supervisor or department head, to appeal with named reviewers or to a reviewer mutually agreed upon by the City and Association.
- **Vacation Allowance – New Lateral Appointments** – Allows the City Manager the discretion to offer new lateral hires vacation allowance and /or accrual rates higher than the MOU schedule entitles. The vacation allowance/accrual can not be higher than that provided for 15 years in the current MOU.
- **Hospital and Medical Care Benefits** - Active employees may elect to enroll in or cancel medical coverage under the Public Employees' Medical and Hospital Care Act (PEMHCA) during the Annual Open Enrollment or when a CalPERS life event has taken place.
- **Acting Pay** - An employee assigned to perform the duties of a higher level position on an "acting" basis for a period of ten (10) consecutive workdays or more shall receive "acting" pay retroactive to the first day of such assignment. Such payment shall be at the rate for the first step of the higher classification or at the step which is not less than five percent (5%) more than his/her current pay, not to exceed the top salary step of the higher classification.

- **Employee Initiated Reclassification Requests** – Limits requests for reclassification to November of each year and requires justification for the request as well as Supervisor and/or Department Head review and comment.
- **Technology Specialist I & II Side Letter** – The City and MMCEA agree to hire a consultant to perform a desk audit of the Technology Specialist I and II positions, and to complete a salary survey using comparable cities agreed to by the parties. The cost will be split between the City and MMCEA and will be started no later than January 2012. The parties may mutually agree to bypass this study.

### **General Plan/Vision Statement**

No impact

### **Fiscal Impact**

The salary and benefit changes described above are estimated to cost as follows:

	Year 1	Year 2	Year 3	Year 4	Total
Equity Increases	\$152,000	\$41,800	n/a	n/a	\$193,800
COLA Increases	n/a	\$76,000	\$98,800	\$95,000	\$269,800
Merit/Longevity Pay Bonus Program	n/a	\$41,800	\$49,400	\$53,200	\$144,400
<b>Total</b>	<b>\$152,000</b>	<b>\$159,600</b>	<b>\$148,200</b>	<b>\$148,200</b>	<b>\$608,000</b>

### **Public Contact**

Copies of report sent to MMCEA negotiating committee.  
Posting of City Council agenda.

### **Recommendation**

Staff recommends that the City Council adopt the attached resolution approving the Memorandum of Understanding between the City of Belmont and the Mid-Management and Confidential Employees Association.

### **Alternatives**

1. Provide staff with alternative direction.
2. Take no action.

### **Attachments**

- A. Resolution Approving Memorandum of Understanding between the City of Belmont and Mid-Management and Confidential Employees Association
- B. Memorandum of Understanding between the City of Belmont and Mid-Management and Confidential Employees Association

Respectfully submitted,

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Corazon M. Dino  
Human Resources Director

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Jack R. Crist  
City Manager

Staff Contact:

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RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT  
APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF  
BELMONT AND THE MID-MANAGEMENT CONFIDENTIAL EMPLOYEES  
ASSOCIATION**

**WHEREAS**, the City of Belmont and Mid-Management Confidential Employees Association (MMCEA) have been negotiating in good faith; and,

**WHEREAS**, the parties have come to an agreement on the terms of a labor settlement; and

**WHEREAS**, the attached Memorandum of Understanding has been amended to reflect those mutual agreements for the period July 1, 2008 to June 30, 2012.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Belmont that the Memorandum of Understanding , attached hereto and made a part hereof, is approved effective May 26, 2009 and that the City Manager is authorized to sign same on behalf of the City.

\* \* \* \* \*

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of Belmont at a regular meeting thereof held on May 26, 2009 by the following vote:

AYES, COUNCILMEMBERS: \_\_\_\_\_

NOES, COUNCILMEMBERS: \_\_\_\_\_

ABSTAIN, COUNCILMEMBERS: \_\_\_\_\_

ABSENT, COUNCILMEMBERS: \_\_\_\_\_

\_\_\_\_\_  
CLERK of the City of Belmont

APPROVED:

\_\_\_\_\_  
MAYOR of the City of Belmont



# **Memorandum of Understanding**

*between the*

**City of Belmont**

*and the*

**Mid-Management  
Confidential  
Employees  
Association  
(MMCEA)**

*for the period*

**July 1, 2008 – June 30, 2012**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF BELMONT  
AND MID-MANAGEMENT/CONFIDENTIAL EMPLOYEES ASSOCIATION  
OF THE CITY OF BELMONT**

The Mid-Management/Confidential Employees Association of Belmont and representatives of the City of Belmont have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit listed in Appendix A, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et seq) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Belmont City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2008 and ending June 30, 2012.

## **1 Recognition**

### **1.1 City**

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Belmont, hereinafter referred to as the "City," in employer-employee relations.

### **1.2 Association**

The Mid-Management/Confidential Employees Association, hereinafter referred to as the "Association," is recognized as the majority representative, as provided in the City's Employer-Employee Relations Ordinance, for all employees assigned to the classifications set forth in Appendix A, which is attached hereto and made a part hereof.

Immediate staff of the City Manager who are represented by the Association may withdraw from the Association by providing notice within sixty (60) days prior to the termination of this Memorandum of Understanding.

## **2 Association Security**

### **2.1 Dues Deduction**

The Association may have the regular dues of its members within the unit deducted from the employee's pay checks under procedures prescribed by the City for such deductions. The City shall accept authorization for dues deductions on a semi-monthly basis. Employees may authorize such deduction only for the organization certified as the recognized employee organization of the unit to which such employees are assigned. Dues deduction shall be made only upon signed authorization from the employee upon a form furnished by the City, and shall continue: 1) until the transfer of the employee to another unit or 2) until such authorization is revoked, in writing, by the employee in accordance with provisions of this Section. Current dues deduction authorization forms may not be revoked during the terms of this Memorandum of Understanding executed by the City and the Association provided, however, that during the period of sixty (60) to ninety (90) days immediately preceding the expiration of this Memorandum of Understanding or during the period of sixty (60) to ninety (90) days immediately preceding the expiration of any

successor memorandum of understanding, employees shall be able to revoke current dues deduction authorization forms by notification to the City. Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified. The employee's earnings must be sufficient, after all other required deductions are made, to cover the amounts of the deductions herein authorized. When an employee is a non-pay status for an entire period, no withholding will be made to cover that pay period from future earnings nor will the employee deposit that amount with the City which would have been withheld if the employee had been in pay status during the period. In the case of an employee who is a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all required deductions have priority over the Association dues deduction. The Association shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of the checkoff of Association dues. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

## **2.2 Advance Notice**

Except in cases of emergency, reasonable advance written notice shall be given to the Association if it is affected by any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department, as the Association shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City management determines that an ordinance, rule resolution or regulation must be adopted immediately without prior notice or meeting with the Association, City management shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

## **3 No Discrimination**

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, age, physical or mental disability, marital status, medical condition, religion, political activity, or legitimate Association activities against any employee or applicant for employment by the Association or by the City.

## **4 Representative Rights**

### **4.1 Employee Representatives for Grievances**

Reference is made to "Rule 16, Grievance Procedure," to be found in the City of Belmont's Personnel Rules & Regulations," which Rule is herein embodied by reference.

### **4.2 Association Activities**

Solicitation of membership and activities concerned with the internal management of the Association, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours unless approved in advance by the City Manager or his designated representative.

## **5 Salary Plan**

### **5.1 Paychecks and Pay Period**

All paychecks will be delivered through either direct deposit or a City pay card system.

### **5.2 Salaries**

The salary ranges for represented classifications shall be as set forth in Appendix A, which is



attached hereto and made a part thereof.

Effective the first full pay period in July 2009, the rate of pay for all job classes shall be increased by two percent (2%).

Effective the first full pay period in July 2010, the rate of pay for all job classes shall be increased by two and six-tenths percent (2.6%).

Effective the first full pay period in July 2011, the rate of pay for all job classes shall be increased by two and five-tenths percent (2.5%).

### **5.3 Step Increases**

The City and the Association recognize that represented employees should have the opportunity to move through their salary ranges based on performance and length of service. Toward this end, employees who maintain acceptable performance levels shall be eligible for annual step increases as follows.

Each classification shall have six steps with 5% between each step.

Annual step increases will become effective on the employee's anniversary date and will be based upon an overall evaluation of "Meets Standards" or better. Every effort shall be made to complete an employee's evaluation on or before his/her anniversary date. In the event the evaluation is completed after the employee's anniversary date, the employee will receive his/her step increase retroactive to his/her anniversary date.

When warranted, the City Manager may deem a salary step adjustment in advance of an employee's anniversary date.

Employees may be eligible to receive two step increases at one time based upon an overall performance rating of "Outstanding" and City Manager approval. (See performance evaluation for the requirements for an "Outstanding" performance rating.)

### **5.4 Merit/ Longevity Bonus Program**

Effective upon agreement between the City and Association on a new performance evaluation form, an annual, lump-sum bonus shall be paid to each full-time, eligible employee on his or her anniversary date if he or she completes a specified period of continuous employment with the City **and** achieves a specified, overall performance rating for the year, as follows:

	<b>6 – 9 YEARS OF SERVICE</b>	<b>10 - 14 YEARS OF SERVICE</b>	<b>15 – 19 YEARS OF SERVICE</b>	<b>20 + YEARS OF SERVICE</b>
<b>EXCEEDS STANDARDS OVERALL RATING</b>	<b>0.75%</b>	<b>3%</b>	<b>5%</b>	<b>6%</b>
<b>OUTSTANDING OVERALL RATING</b>	<b>1.5%</b>	<b>4%</b>	<b>5.5%</b>	<b>7%</b>

The bonus amount shall be equal to the applicable percentage (specified in the chart above) of the employee's monthly, base salary rate as of the employee's anniversary date, multiplied by twelve (12). "Years of service" with the City shall be calculated based on total time with the City,

irrespective of breaks in service.

Bonuses shall be paid within thirty (30) days of the employee's anniversary date. Bonuses are one-time, lump-sum payments to employees and are not increases to base salary. Employees may defer bonuses into the City's deferred compensation program (457 Plan) in accordance with plan rules. Bonuses shall be treated in accordance with applicable statutory provisions for the purpose of pension calculation. Bonuses shall be combined with regular wages, and paid by one single check.

Decisions regarding performance evaluations and the grant or denial of a merit/longevity bonus are not subject to the grievance procedure.

Upon ratification and approval of this agreement, the City and the Association shall meet to establish a new performance evaluation form that reflects the standards listed above. An employee with an anniversary date after July 1, 2009, who also has at least six (6) or more years of service, will receive his or her performance evaluation within sixty (60) days of the initial agreement between the City and the Association over a new performance evaluation form. The date of completion of the new evaluation shall become the new anniversary date for the employee for the purpose of performance evaluations only.

Any employee who is due to receive a performance evaluation within sixty (60) days of the initial agreement between the City and Association over a new evaluation form, and who does not receive the evaluation by that date, shall be regarded as having received an "Exceeds Standards" overall performance rating and shall receive a bonus in accordance with the above provision.

### **5.5 Performance Report Appeal**

Within five (5) days after a performance report meeting between the employee and supervisor or department head, an employee may request, in writing, a review of the report by a reviewer. The City and the Association will mutually agree on a reviewer. Within five (5) days after said review, the reviewer shall either accept the original report, a modified report, or cause a new report to be prepared which shall be entered into the personnel file as the official report. The official report shall bear the reviewer's signature. The decision of the reviewer shall be final and binding, and not subject to further appeal.

### **5.6 Equity Adjustment**

Individual job classes in the bargaining unit will be brought to market median as represented in the April 15, 2009 salary surveys conducted by the City.

Effective the last full pay period in June 2009, individual job classes in the bargaining unit that are below market median will be brought to eight-tenths (0.8 or 80%) of market median.

Effective the first full pay period in July 2009, the equivalent of one and one-tenth percent (1.1%) of total compensation for the bargaining unit will be allocated to bring individual job classes in the bargaining unit to the remaining two-tenths (0.2 or 20%) of market median.

## **6 Probationary Period**

An employee's probationary period may be extended for a period of up to six (6) additional months. Written notification of such extension will be provided to the employee and the association.

### **6.1 Nature, Purpose and Duration**

The probationary period shall be an essential part of the examination process, and shall be utilized for the most effective adjustment of a new employee and for the elimination of any probationary employee whose performance is not satisfactory.

The City Manager may terminate a probationary employee at any time during the probationary period without right of appeal, except as provided by applicable laws, in any manner and without recourse to the procedures provided in Section 4 hereof, except when the employee alleges and substantiates in writing that the termination was due to discrimination prohibited by city, state or federal statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the termination was due to discrimination; and unless it is determined that there was discrimination, the person or persons hearing the appeal or grievance shall not substitute their judgement for that of the appointing authority. In the case of rejections during the probationary periods, employees shall be given written notice, with reasons therefore, at once.

The probationary period for all new employees shall be twelve (12) months from the date of appointment.

#### **6.2 Promotional Probation**

An employee who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee is discharged during the promotional probationary period, the employee shall not be entitled to such reinstatement rights.

### **7 Transfer, Promotion, Employment Lists**

#### **7.1 Transfer**

No employee shall be transferred to a position for which he/she does not possess the minimum qualifications. Upon approval by the City Manager, an employee may be transferred by the Department Head at any time from one position to another position in a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties and requires substantially the same basic qualifications. If the transfer involves a change from one department to another, both Department Heads must consent thereto, unless the City Manager orders the transfer for purposes of economy or efficiency. Transfer shall not be used to effectuate a promotion, demotion, advancement or reduction, each of which may be accomplished only as provided in the City's rules and regulations. Each transfer shall not result in the loss to the employee of any accumulated leave, such as vacation and sick leave, nor shall it affect the employee's length of service with the City.

#### **7.2 Promotion**

Insofar as is consistent with the best interests of the City, all vacancies in the competitive services shall be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list established.

#### **7.3 Time Off for Examination**

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without any loss in compensation.

### **8 Layoff and Reemployment**

#### **8.1 Layoff**

Whenever in the judgment of the City Council it becomes necessary in the interest of the

economy or because the necessity for a position no longer exists, the City Council may abolish any position of employment in the city service, or reduce the number of hours for any position in the city service, and the employee holding such position of employment may be laid off, either partially or completely, without taking disciplinary action.

### **8.2 Notice of Layoff**

Except in cases of emergency, the City Manager shall notify, in writing, the employee and the union of the proposed action and reasons therefore at least twenty-eight (28) calendar days in advance of such action. A copy of this Section 8, Layoff and Reemployment, shall be attached to the written notice. The City will offer to meet and confer with the union regarding the impacts of specific layoffs.

### **8.3 Grievance of Layoff**

An employee who receives notice of a specific action under the layoff procedure and believes that the layoff procedure has not been correctly applied in the employee's case, may appeal as provided in the grievance procedure. The decision itself to lay off shall be specifically excluded from the grievance or any other appeal procedure.

### **8.4 Order of Layoff**

Employees shall be laid off in inverse order of their length of service in a classification. Length of service is the amount of combined regular or probationary service in the classification affected and any former classification that the employee may have held with the City. If two or more employees have the same length of service, the order of layoff will be determined by the City Manager.

### **8.5 Displacement Rights**

- (A) An employee who has received a notice of layoff may elect, in lieu of layoff, to be reassigned to a position in a lateral or lower related classification within his/her department, provided that in order to displace the employee with less service the laid off employee must, in the opinion of the Human Resources Director, meet the minimum qualifications of the classification into which he/she is displacing. The laid off employee may also displace a less senior employee in another department, provided that the laid off employee has held regular status in that classification and performed in a satisfactory manner.
- (B) If the employee is unable to displace an employee with less seniority as described in (A) he/she may accept a voluntary transfer or demotion to a vacant position in a lateral or lower related classification in which no previous service has been rendered provided that, in the opinion of the Human Resources Director, the employee meets the minimum qualifications of the classification. If two (2) or more employees request to transfer or demote into the same vacant position as described herein, the employee with the highest seniority, as defined in this Section 8, will have his/her request granted.
- (C) Employees requesting to exercise their right to displace into a classification as provided in (A) or (B) above must make such request to the Human Resources Director in writing within five (5) calendar days of their receipt of written notice of layoff. Failure to comply with the deadline provided herein shall be deemed a waiver of the displacement rights provided in this Section 8. Should the Human Resources Director determine that the laid off employee does not meet the minimum qualifications for the classification into which the employee requests to be reassigned, such decision may be appealed to the City Manager. The decision of the City Manager may be appealed to an Adjustment Board

comprised of one person designated by the union/association, one person designated by management, and a third person who shall be selected by the first two Adjustment Board members. The decision of the Adjustment Board shall be final and not subject to further appeal through the grievance process.

- (D) Employees laid off as a result of another employee's exercise of displacement rights shall be entitled to a minimum notice period of fourteen (14) calendar days.
- (E) When an employee chooses to displace into a position in a lateral or lower related classification, said employee must accept the salary, hours and working conditions of the position. If the employee's salary prior to displacement is within the salary range of the lateral or lower related classification into which the employee is displacing, the employee will retain the salary held prior to displacing, even if that places the employee's salary between steps in the new salary range. If the employee's salary prior to displacing is above the top of the range of the lateral or lower related classification, the employee's salary will be placed at the top of the salary range of the lateral or lower related classification. Employees who accept a voluntary transfer or demotion as described in (B) shall serve a probationary period of twelve (12) months.
- (F) If an employee chooses to displace into a position in a lateral or lower classification within the same department, he/she shall have the right to displace first into the highest lateral or lower classification. If an employee chooses to displace into a position in another department, if such employee held regular status in more than one classification, he/she shall have the right to displace first into the highest classification in which regular status was previously held. Highest classification shall be defined as the classification with the highest top step in the salary plan in effect at the time of layoff.
- (G) Seniority for the purpose of exercising the displacement rights provided in this Section is defined as the total cumulative number of years of probationary and regular service with the City of Belmont beginning with the worker's first date of employment with the City.
- (H) Employees may elect to be laid off in lieu of displacement. Accepting such a layoff does not affect the employee's reemployment rights under this Agreement.
- (I) At the time of a layoff, employees who were previously members of the Bargaining Unit (e.g., who subsequently promoted out of the unit) shall have all the rights described in Section 8.
- (J) A part-time regular employee may only displace into a part-time position in a lateral or lower related classification in accordance with the provisions of this Section.
- (K) A full-time regular employee may displace into a full-time or part-time position in a lateral or lower related classification in accordance with the provisions of this Article.

## **8.6 Reemployment**

- (A) The names of employees laid off shall be placed on a reemployment list from most senior to least senior. The employee with the greatest seniority on the reemployment list, including those who exercised their displacement rights or who took a voluntary demotion, shall be offered reinstatement in a vacant classification for which said employee meets the minimum qualifications. In the event the employee refuses two (2) offers of reemployment, said employee's name shall be removed from the reemployment list. The employee's name shall not be removed from the reemployment list if said employee refuses reemployment

into a classification that is lower than the highest classification held by the employee. In hiring for a vacant position in a classification, such reemployment list shall take precedence over all other employment lists.

- (B) Any employee who accepts an offer of reemployment to the highest classification he/she would have been entitled to at the time of layoff shall have his/her name removed from the reemployment list.
- (C) Any employee who is laid off and is subsequently eligible for reemployment shall be notified by the City in writing, sent by certified mail to the last address given the City by the employee, of any vacancies for which he/she is eligible. Employees so notified shall respond within seven (7) working days of the date notice was sent. Copies of all such reemployment notices together with a listing of employees to whom they were sent shall be sent to the Union.
- (D) The names of employees who exercise their right to displace into a classification as provided in Section 8.5(A) or (B), and the names of employees whose layoff results in unemployment from the City shall remain on a reemployment list for a period of one (1) year. This one (1) year period shall commence upon the date the employee begins his/her service in the lower/lateral classification into which he/she displaced as defined in Section 8.5(A) or (B), or upon the date unemployment from the City begins.
- (E) Any employee rehired as defined in Section 8.6 shall serve a probationary period of no more than twelve (12) months, unless the reemployed employee has prior service in the classification into which he/she is being rehired.

## **9 Resignation and Reinstatement**

### **9.1 Resignation**

An employee wishing to resign from employment in good standing shall file with the Department Head at least two (2) weeks notice of an intention to leave City service unless a shorter period of time is agreed upon between the employee and the Department Head. The written resignation shall state the effective date and the reasons for leaving.

### **9.2 Reinstatement**

A regular or probationary employee who has resigned in good standing may be reinstated by the City Manager, upon recommendation of the Department Head to a vacant position of the same class as the previous position held within a period of one (1) year from the effective date of such resignation. A new probationary period may be required.

## **10 Reallocation of Position**

An employee in a position reallocated to a lower classification shall have the right of either (1) transferring to a vacant position in the employee's present classification in the same or another department, provided both the City Manager and the Department Head of the department into which the transfer is proposed agree, or (2) continuing in the same position in the lower classification at a Y rate of pay when the incumbent's pay is higher than the maximum step of the schedule for the lower classification. Such Y rate of pay shall be discontinued when the incumbent ceases to occupy the position or whenever the maximum pay of the salary assigned to the lower classification equals or exceeds such Y rate. The Y rate provisions of this Section shall not apply to layoffs, demotions, or other personnel actions resulting in an incumbent moving from one position to another.

## 11 Hours of Work, Administrative Leave, Compensation Time

### 11.1 Hours of Work

The standard work week for employees occupying full-time positions consists of forty (40) hours per week unless otherwise specified by the City. An alternate work schedule (9/80 or 4/10) may be approved by the City Manager. An employee requesting such an alternate schedule must submit a plan to the department head describing in detail the specific schedule and the anticipated impact on the City's operations. An employee requesting such an alternate schedule must submit a plan to the department head describing in detail the specific schedule and the anticipated impact on the City's operations. The employee's request will be responded to in writing within thirty (30) days of the date of submittal. The City will remain open for business Monday through Friday from 8:00 AM until 5:00 PM and will continue to provide a high level of service to the citizens of Belmont. The decision of the City Manager shall be final and not subject to the Grievance Procedure.

### 11.2 Administrative Leave

In recognition of the demands placed upon members of this unit who are identified as FLSA exempt or Management personnel and are required to work outside of the normal work week, eighty (80) hours of administrative leave shall be granted to all such employees on January 1 of each fiscal year. Administrative leave must be used in the calendar year in which it was granted and may not be carried over into a subsequent fiscal year or paid out upon termination.

Up to twenty-four (24) hours of unused administrative leave may be converted to vacation hours annually at the end of each calendar year.

In recognition of the amount of time Police Captains and Police Lieutenants are required to be on call, one hundred and four (104) hours of administrative leave shall be granted to such employees on January 1 of each calendar year. Administrative leave must be used in the fiscal year in which it was granted and may not be carried over into a subsequent fiscal year or paid out upon termination. Up to twenty-four (24) hours of unused administrative leave may be paid out at the conclusion of the calendar year at the employee's option.

### 11.3 Overtime

Authorized work performed by member of this unit who are identified as FLSA non-exempt employees in excess of forty (40) hours in one (1) week shall constitute overtime. All compensable overtime must be authorized by the department head or the department head's designated representative in advance of being worked. If prior authorization is not feasible because of emergency condition, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked. An employee required to work in excess of the regularly scheduled hours of work shall be compensated for each overtime hour worked at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay.

Payment for overtime worked will be either cash or compensatory time off upon mutual agreement of the department head and the employee, subject to the availability of funds and with consideration of the employee's current accumulation of compensatory time off. Compensatory time-off will be taken at a time agreeable to the employee and his/her supervisor. Employees may accumulate a maximum of 80 hours of compensatory time off; overtime hours accumulated in excess of 80 hours of compensatory time off will be paid as overtime pay at the rate of one and one-half times the employees' regular straight time rate of pay.

The above provision for overtime shall be granted in accordance with the state and federal law.

## **12 Holidays**

### **12.1 Authorized Holidays**

The holidays to be observed by this Association are as follows:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving	Fourth Thursday in November
Friday after Thanksgiving	
Christmas Day	December 25

In addition to the above-listed holidays, employees shall receive two (2) Floating Holidays to be taken after one (1) year of service, at any time mutually convenient to the Department Head and the employee, and every day proclaimed by the President of the United States, Governor of California, or Mayor of this City as a public holiday. Floating holidays will only be usable as time off and may not be paid out upon separation from City service. Floating Holidays must be used in the calendar year in which they are accrued and may not be carried over into a subsequent calendar year.

When a holiday falls on Sunday, the following Monday shall be observed. When a holiday falls on Saturday, the previous Friday shall be observed. If the holiday falls on an employee's regular scheduled time off, compensatory time shall be granted.

Either the day before Christmas or the day before New Year's Day shall be a holiday, the specific day to be determined by mutual agreement between the employee and the Department Head, and the employee shall not be required to be on duty unless the Department Head has so indicated.

### **12.2 Holiday During Vacation**

In the event any of the holidays specified in Section 12.1 above occurs while an employee is on vacation, the holiday shall not be charged to vacation.

## **13 Vacation Leave**

### **13.1 Vacation Allowance**

Regular full-time employees shall be entitled to vacation leave as follows:

<u>Length of Service</u>	<u>Days of Vacation</u>	<u>Hours Accrued Per Month of Service</u>
1 through 4 years	10 days	6-2/3 hours
5 years	15 days	10 hours
6 years	16 days	10-2/3 hours
7 years	17 days	11-1/3 hours
8 years	18 days	12 hours
9 years	19 days	12-2/3 hours



10 or more years	20 days	13-1/3 hours
15 or more years	22 days	14-2/3 hours

#### **A. New Lateral Appointments**

With City Manager approval, the City can offer new lateral hires vacation allowance and/ or accrual at a rate higher than that specified above. The vacation allowance/ accrual can not be higher than that provided for 15 years of service in the current MOU.

### **13.2 Vacation Accumulation**

In the event an employee is unable to take all of the vacation leave to which the employee is entitled in a calendar year, the employee shall be permitted to accumulate the unused portion, provided that the accumulated time does not exceed two times the employee's annual allowance unless an extension is granted by the City Manager due to exceptional circumstances. Employees who have reached their accrual limit will not accrue any additional vacation unless and until their accrued vacation is below their accrual limit.

### **13.3 Pay Upon Termination**

Employees who leave City service shall be paid straight-time salary for all accrued vacation leave earned on or before the effective date of termination.

### **13.4 Vacation Scheduling**

The time during a calendar year at which an employee may take vacation shall be at the discretion of the Department Head. Length of service shall be given consideration when giving preference as to vacation.

## **14 Sick Leave**

### **14.1 Accrual and Usage**

Sick leave, with pay, shall be granted to all full-time regular and probationary employees. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual personal or family sickness or disability. An employee taking sick leave may be required to file a physician's certificate or personal affidavit with the Department Head stating the cause of the absence.

For purposes of computing sick leave, one (1) day shall be considered as eight (8) working hours. In the event that one or more City holidays falls within a period of an employee's illness on sick leave, such holiday shall not be charged against the employee's sick leave balance. Sick leave shall be earned at the rate of one (1) day of each calendar month of service.

A maximum of eighty (80) hours of accumulated sick leave may be taken each calendar year in case an employee's presence is required elsewhere because of sickness or disability affecting the employee's immediate family. The immediate family shall consist of the spouse, children, parents, brothers, sisters, domestic partner or dependents of the employee.

### **14.2 Accumulation**

Unused sick leave shall be accumulated to a total of not more than 200 days (1,600 hours). An employee who is off on sick leave shall be entitled to accumulate earned sick leave while using previously earned sick leave. An employee who is on leave without pay shall not accumulate sick leave credits.

### **14.3 Workers' Compensation -- Integration with Sick Leave**

In the event that an employee chooses to integrate accumulated unused sick leave with Workers' Compensation and Workers' Compensation payments cover all or part of the period during which

sick leave benefit was payable for said period, the unused portion of accumulated sick leave will continue to be credited to the employee.

#### **14.4 Pay for Unused Sick Leave Upon Separation from City Service**

Upon resignation, the City shall compensate employees for accumulated sick leave at the rate of twenty-five percent (25%) of days accumulated for employees with at least six (6) but less than twenty (20) years of service with the City and at the rate of thirty-five percent (35%) days accumulated for employees with twenty (20) or more years of service with the City. This provision shall not apply when an employee is discharged.

Upon retirement or death, the City shall compensate employees for accumulated sick leave at the rate of twenty-five percent (25%) of days accumulated for employees with at least five (5) years but less than ten (10) years of service with the City, and at the rate of fifty percent (50%) for employees with ten (10) or more years of service with the City. For purposes of this Section, retirement will be defined as receiving a PERS retirement benefit.

### **15 Other Leaves**

#### **15.1 Bereavement Leave**

A maximum of five (5) days of accumulated sick leave may be taken each calendar year in case an employee's presence is required elsewhere because of death affecting the employee's immediate family. The immediate family shall consist of the spouse, children, parents, brothers, sisters, domestic partner or dependents of the employee. The Department Head may grant such leave because of death of a member of the employee's household and not a member of the immediate family when the Department Head deems it appropriate to do so.

#### **15.2 Industrial Disability Leave of Absence**

(A) Sworn Management Personnel:

Leave with pay shall be granted for a disability caused by illness or injury arising out of and in the course of his/her employment, in accordance with Section 4850 of the Labor Code of the State of California.

(B) Civilian Personnel:

Leave with pay shall be granted for a disability caused by illness or injury arising out of and in the course of his/her employment, as defined by the Workers' Compensation laws of the State of California, for the period of such disability to a maximum of eighty (80) hours.

During the period the employee is paid by the City, the employee shall endorse to the City any benefit payments received as a result of Workers' Compensation Insurance Coverage. The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation.

The benefits of Sick Leave and Disability Leave shall be mutually exclusive and no sick leave benefits may be used for the purposes specified under this Section.

If the employee's disability caused by illness or injury arising out of and in the course of the employee's employment extends beyond the eighty (80) hours described above, the employee may integrate his/her unused sick leave, vacation leave, and compensatory time-off accruals with the Workers' Compensation payments provided that the sum of the Workers' Compensation payments and paid leave does not exceed the employee's regular rate of pay for said period.

Industrial disability leave may not exceed twelve (12) months and ten (10) days unless extended by the City Manager whose decision shall be final.

The City shall continue to pay the insurance premiums for the employee when an employee is on an industrial disability leave of absence without pay in accordance with this Section.

### **15.3 Non-Industrial Disability Leave Without Pay**

An employee who is disabled by reason of illness or injury which is not job-incurred may be granted a leave of absence without pay so long as such disability continued and is substantiated by a physician's statement. Such leave shall not exceed twelve (12) months and may be granted only after the employee has used all the employee's accrued sick leave. At the employee's option, accrued vacation and compensatory time off may be used during the period of such leave.

When such disability is by reasons of pregnancy, child birth or related medical conditions, as substantiated by a physician's statement, a leave of not less than six (6) weeks shall be granted. If such disability continues beyond that period, leave shall be granted to a maximum of four (4) months, at which time the disabled employee shall be subject to the provisions of paragraph 1 above. The total leave granted under this Section shall not exceed twelve (12) months. The disability leave for

pregnancy, child birth or related medical conditions shall be granted in accordance with applicable state and federal laws.

The City shall continue to pay the insurance premiums for the employee when an employee is on a non-industrial disability leave of absence without pay in accordance with this Section.

### **15.4 Personal Leave of Absence**

The City Manager may grant a permanent employee a leave of absence without pay or benefits for a period not to exceed ninety (90) days. Requests for such leave shall be in writing and shall be approved in advance by the City Manager in writing.

### **15.5 Jury Duty**

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay, provided, however, the employee must remit to the City all fees received except those specifically allowed for mileage and expenses.

### **15.6 Military Leave**

Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the appointing authority an opportunity within the limits of military regulations to determine when such leave shall be taken.

### **15.7 Seniority Rights and Salary Adjustments While on LOA**

Authorized leave of absence without pay which exceeds two (2) weeks for (1) leave of absence for personal reasons; (2) leave of absence for non-industrial illness or injury; or (3) leave of absence for industrial illness or injury shall not be included in determining salary adjustments. Authorized leave of absence without pay which exceeds thirty (30) calendar days for (1) leave of absence for personal reasons; (2) leave of absence for non-industrial illness or injury; or (3) leave of absence for industrial illness or injury shall not be included in determining seniority rights.

## **16 Health and Welfare Plans; Retirement Plan**

### **16.1 Hospital/Medical Plans**

The City will participate in the Public Employees' Medical and Hospital Care Act (PEMHCA) medical plans, as administered by PERS, or another comparable medical plan, and make contributions as required by PEMHCA or other comparable medical plan for active and retired employees.

Active employees may elect to cancel medical coverage under PEMHCA during the Annual Open Enrollment or when a Cal PERS life event has taken place (i.e. marriage, divorce, birth/adoption, domestic partnership, leave of absence, retirement, disability, etc).

### **16.2 Flexible Benefits Plan**

The City shall offer an Internal Revenue Code Section 125 Plan which contains the components of premium conversion, health care reimbursement account, dependent care reimbursement account, and cash option. Each January 1 of each year of the contract, the City's contribution toward the Internal Revenue Code Section 125 Plan shall be increased by one hundred percent (100%) of the amount of any increase from the previous January 1st in the cost for full family coverage under the Kaiser health plan. An employee may use any and all such funds toward the cost of employer-provided health insurance for the employee and eligible dependents. An employee may use any and all such funds that are not used for medical plan premiums as contributions into the health care reimbursement account, dependent care reimbursement account, deferred compensation, or cash option. If an employee is eligible for alternative group medical insurance through a spouse's or domestic partner's employer-sponsored medical plan, the employee may waive the City's medical insurance coverage and elect such alternate plan. Proof of such alternative coverage is required prior to waiving coverage through the City plan.

### **16.3 Dental Plan**

The City will provide dental coverage to all employees and their eligible dependents. Employees will be responsible for Five Dollars (\$5.00) of the monthly premium if covering their spouse and Ten Dollars \$10.00 of the monthly premium if covering their family. These amounts will be deducted from the employee's paycheck.

### **16.4 Vision Plan**

The City shall continue to contribute to a self-insured Vision Care Plan the sum of nineteen dollars (\$19.00) per month for each Mid-Management/Confidential employee and eligible dependent(s), which plan is managed by the Mid-Management/Confidential Employees Association.

It is understood that this plan may be adjusted to use its surplus funds, if such surplus funds exist, for dental claims of the Mid-Management/Confidential employees if the members so desire. The members will develop and approve the method and policies by which such reimbursement will take place.

### **16.5 Life and Accidental Death & Dismemberment Insurance**

For sworn Management personnel, the City shall provide life and accidental death and dismemberment insurance in the amount of one and one-half (1-1/2) times the employee's basic annual earnings up to a maximum benefit of \$50,000.

The City shall pay on behalf of non-sworn personnel a monthly premium contribution sufficient to provided life and accidental death and dismemberment insurance in accordance with the schedule below. Employees may purchase additional life insurance in accordance with their respective plans.

All employees with Basic <u>Monthly Earnings of:</u>	Face Amount <u>Life Insurance</u>	Principal Sum <u>Accident Insurance</u>
less than \$900	20,000	\$20,000
\$900 but less than \$1,200	\$25,000	\$25,000
\$1,200 but less than \$1,500	\$30,000	\$30,000
\$1,500 but less than \$1,800	\$35,000	\$35,000

\$1,800 but less than \$2,100	\$40,000	\$40,000
\$2,100 but less than \$2,400	\$45,000	\$45,000
\$2,400 or more	\$50,000	\$50,000

## **16.6 Disability Insurance**

### **(A) Long Term Disability**

The City shall present Long Term Disability Insurance Coverage at no cost to the employee. The amount of insurance shall be based on sixty-six and two-thirds percent (66-2/3%) of the employee's basic monthly earnings, reduced by any deductible benefits. The City will reclassify the cost of the long term disability insurance to the employee's salary. The employee shall pay the actual monthly cost of the premium on an after-tax basis.

### **(B) State Disability Insurance (SDI)**

The City will participate in the California State Disability Insurance Program (SDI). The cost to participate in the program will be paid by employees. Any benefits received under this program will be automatically integrated with any available sick leave and/or Workers' Compensation benefits. Once sick leave is exhausted, employees may integrate SDI benefits with unused vacation leave or compensatory time. Integrated payments shall at no time exceed the employee's regular rate of pay.

### **Paid Family Leave**

Employees receiving Paid Family Leave benefits shall be required to take up to two (2) weeks of earned but unused vacation leave or compensatory time as permitted by state law.

## **16.7 Retirement**

The City shall contract with PERS to provide a retirement plan, which includes the 3% at 50 formula for sworn public safety employees effective July 1, 2005, and the 2% at 55 formula for miscellaneous employees. The Miscellaneous plan will include the following optional benefits: Credit for Unused Sick Leave; Industrial Disability Retirement for Local Miscellaneous Members; and Fourth Level of 1959 Survivor Benefits.

Employees will pay the full amount of the employee-share of the PERS retirement contribution (7% or 9%) on a before-tax basis in accordance with the IRS Section 414(h)(2).

## **16.8 Retiree Health Benefits**

- (A) An employee who retires in accordance with PERS regulations after five (5) years of continuous employment with the City of Belmont shall be eligible to participate in the PERS health care program. The City will contribute to PERS the mandated minimum employer contribution for such health plan participation.
- (B) An employee who retires in accordance with PERS regulations after twelve (12) years of continuous employment with the City of Belmont shall be entitled to monthly reimbursement of the expenses he or she incurs for hospital and medical care premiums for his or her individual coverage only.
- (C) An employee who retires after July 1, 2001 and who retires in accordance with (B) above shall be entitled to monthly reimbursement of hospital and medical care premiums up to a maximum of the amount paid by the City of Belmont for single employee coverage under the Kaiser Health Care Plan.
- (D) A retiree shall be entitled to participate in the City's dental plan at his or her own cost.

## **16.9 Deferred Compensation**

The City shall contribute monthly sums to each employee's account pursuant to the existing City of Belmont's Deferred Compensation Plan as set forth in Appendix B, which is attached hereto and

made a part thereof.

#### **16.10 Catastrophic Leave Program**

A permanent employee may be eligible to receive donations of paid leave other than sick leave, to be included in the recipient employee's sick leave balance if she/he has suffered a catastrophic illness or injury which prevents the employee from being able to work. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment or disability. The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the City Manager. The recipient employee is not eligible so long as she/he has paid leaves available; however, the request may be initiated prior to the anticipated date leave balances will be exhausted.

- a) A medical verification including diagnosis and prognosis must be provided by the recipient employee.
- b) A recipient employee is eligible to receive ninety (90) working days of donated time per employment. Requests for exception to this limit may be submitted to the City Manager whose decision shall be final.
- c) Donations shall be made in four (4) hour increments and are irrevocable. The donor employee may donate vacation up to any amount so long as the donor employee retains at least eighty (80) hours of vacation. Compensatory time may also be donated without limit on the amount. Sick leave may not be donated.
- d) Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee. All sick leave provisions will apply.
- e) Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- f) The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the City Manager's sole discretion and shall be final and non-grievable.

#### **16.11 Domestic Partner Coverage**

The City will provide domestic partner medical, dental, and vision care coverage to the extent and in the manner in which the health plan carriers allow for the domestic partner's enrollment. The domestic partner of the employee shall be defined as an unmarried person, regardless of gender, who resides with the employee and shares the common necessities of life. In a domestic partnership neither partner is married to another; both are at least 18 years of age; are not related by blood so close as to bar marriage; are mentally competent; and are each other's sole domestic partner, intend to remain so indefinitely, and are responsible for their common welfare. Domestic partners will be required to complete, sign, and file with the City an "Affidavit of Domestic Partnership." No person who has filed an Affidavit of Domestic Partnership may file another such affidavit until six months after a statement of termination of the previous partnership has been filed with the City.

### **17 Safety**

#### **17.1 Observance of Safety Rules and Regulations**

Both the City and the Association shall expend every effort to ensure that work is performed with a maximum degree of safety, consistent with the requirement to conduct efficient operations. Each employee covered by this Memorandum agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that

they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of or who is a witness to an accident shall, if requested, give full and truthful testimony to the same.

### **17.2 Safety Equipment**

The City shall continue to supply employees with safety equipment required by the City and/or CAL OSHA. All employees shall use City-supplied safety equipment only for the purposes and uses specified under applicable safety rules and regulations.

## **18 Disciplinary Actions**

The City Manager or Department Head may discipline, which may include but not be limited to suspension, discharge, or demotion of employees for cause. The action imposed upon an employee may be processed as a grievance pursuant to Rule 16, Personnel Rules and Regulations, per City Council Resolution 9486.

## **19 Special Provisions**

### **19.1 Uniform Allowance**

Any member of the Mid-Management/Confidential Employees Association who is a sworn police officer with the Belmont Police Department shall receive an annual uniform allowance equivalent to that received by a sworn police officer as specified in the Belmont Police Officers Association M.O.U., and as adjusted each year.

### **19.2 Tuition Reimbursement**

The City's administrative policy, as confirmed in Section 20.3 of the Personnel rules and Regulations, regarding tuition reimbursement shall continue for the term of this Memorandum of Understanding and not exceed \$1,000 per annum, per employee.

### **19.3 Car Allowance**

All employees required to use personally owned vehicles for City business shall be reimbursed at the rate set for automobile use by the Internal Revenue Service.

### **19.4 Acting Pay**

An employee may be assigned by the City Manager, or his/her designee, to perform the duties of a higher classification on an acting basis by written notice. Such assignments may be made to cover for an extended absence, a position vacancy, or other extenuating circumstances. An employee assigned to perform the duties of a higher level position on an "acting" basis for a period of ten (10) workdays or more, shall receive "acting" pay retroactive to the first day of such assignment. Such payment shall be at the rate for the first step of the higher classification or at the step which is not less than five percent (5%) more than his/her current pay, not to exceed the top salary step of the higher classification. In the event an employee performing such "acting" assignment is absent from work because of illness or injury for more than five (5) workdays, the City in its sole discretion may terminate the employee's acting assignment designation and the additional compensation provided therefor.

### **19.5 Maintaining Required Licenses and Certifications**

Employees who are required to hold and/or obtain a required certification and/or license to perform in a job classification must maintain their license and/or certification at all times during employment in that job classification. Employees are required to notify their supervisor immediately when any required license or certification has expired.

## **19.6 Economic Hardship**

In the event that the City suffers substantial economic hardship during the term of this Agreement, the parties agree to engage in a cooperative dialogue about ways to assist the City in addressing such hardship. "Substantial economic hardship," as used herein, shall include, but not be limited to, a decline in overall General Fund revenues, or an increase in General Fund expenses, of five percent (5%) or more. Nothing in this paragraph shall preclude or impede the City Council from exercising such additional authority as may be conferred by other provisions of this agreement or by State or Federal law.

This provision is not subject to the grievance procedure.

## **19.7 Employee Initiated Reclassification Requests**

An employee may request in writing a reclassification of his or her position during the month of November of each year. Requests shall be processed through the employee's Department Head and submitted to Human Resources.

Requests must include:

- Detailed justification for the request
- Supervisor's and Department Head's review and comment.

Human Resources will respond to this request within ninety (90) calendar days of the request by notice to the employee; however this timeline may be extended by mutual agreement. If meetings with the employee are required, the employee may request representation.

If the City determines a reclassification of the position is warranted the reclassification shall be handled through the regular budgetary process and shall be effective the beginning of the next fiscal year.

If the City denies the reclassification request, the City will provide the employee reasons for the denial in writing.

This provision is not subject to the grievance procedure.

## **19.8 Salary Upon Reclassification**

A regular employee who is reclassified will receive the salary set forth below.

1. If reclassified to a classification with the same salary range, the salary will not change.
2. If reclassified to a classification with a higher salary range, the employee will be placed at the lowest step of the new range that results in not less than a five percent increase above the employee's current regular salary.

Upon recommendation of the department head and approval of the City Manager, the employee may be placed at the next higher step.

3. If reclassified to a classification with a lower salary range, the employee will be placed within the salary range of the classification to which reclassified, at the step



which is lower and closest to the salary the employee was receiving before the reclassification, unless the City Manager approves a y-rate.

## **20 Past Practices**

This Memorandum of Understanding shall supersede all existing memoranda of understanding between the City and the Association.

## **21 Separability of Provisions**

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

## **22 Duration**

This Memorandum of Understanding shall be effective as of July 1, 2008 except for those provisions of the M.O.U. which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including June 30, 2012, and shall continue thereafter from year to year unless at least sixty (60) days prior to July 1, 2012 or to the first day of July of any subsequent year either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

**In witness whereof, the parties hereto have executed this Memorandum of Understanding this**

**\_\_\_\_\_ day of \_\_\_\_\_, 2009.**

MMCEA  
NEGOTIATION COMMITTEE

CITY OF BELMONT  
NEGOTIATION COMMITTEE

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RATIFIED:  
MMCEA

APPROVED:  
CITY COUNCIL  
CITY OF BELMONT

By: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor, City of Belmont

ATTEST: \_\_\_\_\_  
Clerk of the City of Belmont

APPENDIX A

ATTACHMENT B

Effective the last pay period in June 2009 the salary ranges for the classifications listed below shall be as follows:

Class Title	Equity Increase - 80%	A	B	C	D	E	F
Accountant I	n/a	4979	5228	5489	5763	6051	6354
Accountant II	n/a	5491	5766	6054	6357	6675	7009
Accountant III	n/a	6355	6673	7007	7357	7725	8111
Administrative Assistant	3.112%	4211	4421	4642	4875	5118	5374
Assistant Civil Engineer	5.096%	5793	6083	6387	6706	7041	7394
Assistant Planner	0.272%	5214	5474	5748	6035	6337	6654
Associate Civil Engineer	4.432%	6592	6921	7268	7631	8012	8413
Associate Planner	n/a	5879	6173	6482	6806	7146	7503
Assist. PW Director/City Engineer	n/a	9331	9798	10288	10802	11342	11909
Building Official	2.712%	8093	8497	8922	9368	9837	10329
Deputy City Clerk	0.784%	4474	4698	4933	5180	5438	5710
Deputy Finance Director	10.696%	8007	8408	8828	9269	9733	10219
Executive Assistant to City Manager	0.560%	4931	5177	5436	5708	5993	6293
GIS Coordinator I	n/a	5380	5649	5931	6228	6539	6866
GIS Coordinator II	n/a	6329	6646	6978	7327	7693	8078
GIS Coordinator III	n/a	6962	7311	7676	8060	8463	8886
Housing Specialist	n/a	5879	6173	6482	6806	7146	7503
Management Analyst I	1.088%	5588	5867	6161	6469	6792	7132
Management Analyst II	0.296%	6099	6404	6724	7060	7413	7784
Parks Manager	11.136%	7117	7473	7846	8239	8651	9083
Police Captain	6.520%	10004	10505	11030	11581	12161	12769
Police Lieutenant	3.328%	9094	9549	10026	10528	11054	11607
Principal Planner	4.312%	8219	8630	9061	9514	9990	10490
Public Works Field Supervisor	n/a	5887	6180	6490	6814	7155	7513
Public Works Svcs Manager	6.608%	7993	8393	8812	9253	9716	10201
Recreation Manager	3.800%	6655	6988	7337	7704	8090	8494
Recreation Program Coordinator	2.800%	4214	4425	4646	4878	5122	5378
Recreation Supervisor	4.088%	5556	5834	6126	6432	6754	7092
Senior Civil Engineer	6.200%	8071	8475	8899	9344	9811	10301
Senior Planner	0.784%	6683	7017	7368	7736	8123	8529
Technology Specialist I	0.896%	5286	5550	5827	6119	6425	6746
Technology Specialist II	4.376%	5757	6045	6348	6665	6998	7348



# APPENDIX A cont'd

Effective July 1, 2009 the salary ranges for the classifications listed below shall be as follows:

Class Title	Equity Increase - 20%	COLA	A	B	C	D	E	F
Accountant I	0.00%	2%	5078	5332	5599	5879	6172	6481
Accountant II	0.00%	2%	5602	5882	6176	6485	6809	7149
Accountant III	0.00%	2%	6482	6806	7147	7504	7879	8273
Administrative Assistant	0.778%	2%	4328	4545	4772	5011	5261	5524
Assistant Civil Engineer	1.274%	2%	5984	6283	6598	6927	7274	7637
Assistant Planner	0.068%	2%	5322	5588	5867	6160	6468	6792
Associate Civil Engineer	1.108%	2%	6798	7138	7495	7870	8263	8676
Associate Planner	0.000%	2%	5996	6296	6611	6942	7289	7653
Assist. PW Director/City Engineer	0.000%	2%	9517	9993	10493	11018	11569	12147
Building Official	0.678%	2%	8311	8726	9162	9621	10102	10607
Deputy City Clerk	0.196%	2%	4573	4801	5041	5293	5558	5836
Deputy Finance Director	2.674%	2%	8386	8805	9245	9708	10193	10703
Executive Assistant to City Manager	0.140%	2%	5036	5288	5553	5830	6122	6428
GIS Coordinator I	n/a	2%	5487	5761	6049	6352	6670	7003
GIS Coordinator II	n/a	2%	6456	6779	7118	7474	7848	8240
GIS Coordinator III	n/a	2%	7102	7457	7830	8221	8632	9064
Housing Specialist	0.000%	2%	5996	6296	6611	6942	7289	7653
Management Analyst I	0.272%	2%	5715	6001	6301	6616	6947	7294
Management Analyst II	0.074%	2%	6226	6537	6864	7207	7567	7946
Parks Manager	2.784%	2%	7461	7834	8226	8637	9069	9523
Police Captain	1.630%	2%	10371	10889	11434	12006	12606	13236
Police Lieutenant	0.832%	2%	9353	9821	10312	10828	11369	11937
Principal Planner	1.078%	2%	8474	8897	9342	9809	10300	10815
Public Works Field Supervisor	0.000%	2%	6004	6305	6620	6951	7298	7663
Public Works Svcs Manager	1.652%	2%	8288	8702	9137	9594	10074	10577
Recreation Manager	0.950%	2%	6853	7195	7555	7933	8330	8746
Recreation Program Coordinator	0.700%	2%	4329	4545	4772	5011	5261	5524
Recreation Supervisor	1.022%	2%	5725	6012	6312	6628	6959	7307
Senior Civil Engineer	1.550%	2%	8360	8778	9217	9678	10162	10670
Senior Planner	0.196%	2%	6830	7171	7530	7907	8302	8717
Technology Specialist I	0.224%	2%	5403	5674	5957	6255	6568	6896
Technology Specialist II	1.094%	2%	5937	6234	6545	6873	7216	7577

# APPENDIX A cont'd

Effective July 1, 2010 the salary ranges for the classifications listed below shall be as follows:

Class Title	COLA	A	B	C	D	E	F
Accountant I	2.6%	5210	5471	5744	6031	6333	6650
Accountant II	2.6%	5747	6035	6336	6653	6986	7335
Accountant III	2.6%	6651	6983	7333	7699	8084	8488
Administrative Assistant	2.6%	4441	4663	4896	5141	5398	5668
Assistant Civil Engineer	2.6%	6140	6447	6769	7108	7463	7836
Assistant Planner	2.6%	5460	5733	6020	6320	6637	6968
Associate Civil Engineer	2.6%	6975	7324	7690	8074	8478	8902
Associate Planner	2.6%	6152	6460	6783	7122	7478	7852
Assist. PW Director/City Engineer	2.6%	9765	10253	10766	11304	11870	12463
Building Official	2.6%	8527	8953	9401	9871	10364	10882
Deputy City Clerk	2.6%	4692	4926	5172	5431	5703	5988
Deputy Finance Director	2.6%	8604	9034	9486	9960	10458	10981
Executive Assistant to City Manager	2.6%	5167	5426	5697	5982	6281	6595
GIS Coordinator I	2.6%	5630	5911	6207	6517	6843	7185
GIS Coordinator II	2.6%	6624	6955	7303	7668	8051	8454
GIS Coordinator III	2.6%	7287	7651	8034	8435	8857	9300
Housing Specialist	2.6%	6152	6460	6783	7122	7478	7852
Management Analyst I	2.6%	5864	6157	6465	6788	7127	7484
Management Analyst II	2.6%	6387	6707	7042	7394	7764	8152
Parks Manager	2.6%	7655	8038	8440	8862	9305	9770
Police Captain	2.6%	10641	11173	11731	12318	12934	13580
Police Lieutenant	2.6%	9597	10076	10580	11109	11665	12248
Principal Planner	2.6%	8694	9129	9585	10064	10568	11096
Public Works Field Supervisor	2.6%	6160	6469	6792	7132	7488	7863
Public Works Svcs Manager	2.6%	8503	8928	9375	9843	10335	10852
Recreation Manager	2.6%	7031	7382	7751	8139	8546	8973
Recreation Program Coordinator	2.6%	4441	4663	4896	5141	5398	5668
Recreation Supervisor	2.6%	5874	6168	6476	6800	7140	7497
Senior Civil Engineer	2.6%	8578	9007	9457	9930	10426	10948
Senior Planner	2.6%	7008	7358	7726	8112	8518	8944
Technology Specialist I	2.6%	5544	5821	6112	6418	6739	7076
Technology Specialist II	2.6%	6091	6396	6715	7051	7404	7774

# APPENDIX A cont'd

Effective July 1, 2011 the salary ranges for the classifications listed below shall be as follows:

Class Title	COLA	A	B	C	D	E	F
Accountant I	2.5%	5340	5607	5888	6182	6491	6816
Accountant II	2.5%	5891	6185	6495	6819	7160	7518
Accountant III	2.5%	6817	7158	7516	7892	8286	8701
Administrative Assistant	2.5%	4552	4780	5019	5270	5533	5810
Assistant Civil Engineer	2.5%	6293	6608	6938	7285	7649	8032
Assistant Planner	2.5%	5596	5876	6170	6478	6802	7143
Associate Civil Engineer	2.5%	7149	7507	7882	8276	8690	9125
Associate Planner	2.5%	6306	6621	6952	7300	7665	8048
Assist. PW Director/City Engineer	2.5%	10010	10510	11036	11587	12167	12775
Building Official	2.5%	8740	9177	9636	10118	10623	11155
Deputy City Clerk	2.5%	4809	5049	5302	5567	5845	6137
Deputy Finance Director	2.5%	8819	9260	9723	10209	10719	11255
Executive Assistant to City Manager	2.5%	5297	5561	5839	6131	6438	6760
GIS Coordinator I	2.5%	5770	6058	6361	6679	7013	7365
GIS Coordinator II	2.5%	6624	6955	7303	7668	8051	8665
GIS Coordinator III	2.5%	7468	7842	8234	8645	9078	9532
Housing Specialist	2.5%	6306	6621	6952	7300	7665	8048
Management Analyst I	2.5%	6010	6311	6626	6958	7306	7671
Management Analyst II	2.5%	6547	6874	7218	7579	7958	8356
Parks Manager	2.5%	7847	8239	8651	9084	9538	10015
Police Captain	2.5%	10907	11452	12025	12626	13257	13920
Police Lieutenant	2.5%	9836	10328	10845	11387	11956	12554
Principal Planner	2.5%	8911	9357	9825	10316	10832	11373
Public Works Field Supervisor	2.5%	6314	6630	6962	7310	7675	8059
Public Works Svcs Manager	2.5%	8716	9151	9609	10089	10594	11124
Recreation Manager	2.5%	7206	7566	7945	8342	8759	9197
Recreation Program Coordinator	2.5%	4552	4780	5019	5270	5533	5810
Recreation Supervisor	2.5%	6021	6322	6638	6970	7319	7685
Senior Civil Engineer	2.5%	8792	9232	9693	10178	10687	11221
Senior Planner	2.5%	7183	7542	7919	8315	8731	9167
Technology Specialist I	2.5%	5682	5967	6265	6578	6907	7252
Technology Specialist II	2.5%	6243	6556	6883	7228	7589	7968

## APPENDIX B

The City will continue to contribute to the Deferred Compensation Plan on behalf of the classifications listed below in the monthly amount specified.

CLASS TITLE	DEFERRED COMPENSATION CONTRIBUTION
Accountant I/II/III	\$125.00
Administrative Assistant	\$125.00
Deputy City Clerk	\$125.00
Deputy Finance Director/Controller	\$135.00
Assistant Civil Engineer	\$125.00
Associate Civil Engineer	\$135.00
Associate Planner	\$135.00
Building Official	\$135.00
Assistant Public Works Director/City Engineer	\$135.00
Executive Assistant to the City Manager	\$125.00
GIS Coordinator I/II/III	\$125.00
Housing Specialist	\$135.00
Human Resources Technician	\$125.00
Management Analyst I/II	\$125.00
Parks Manager	\$135.00
Police Captain	\$135.00
Police Lieutenant	\$135.00
Principal Planner	\$135.00
Public Works Services Manager	\$135.00
Recreation Program Coordinator	\$125.00
Recreation Manager	\$135.00
Recreation Supervisor	\$125.00
Senior Civil Engineer	\$135.00
Senior Planner	\$135.00
Technology Specialist I	\$125.00
Technology Specialist II	\$125.00



**Side Letter of Agreement**

The City and MMCEA agree that they will hire a consultant to perform a desk audit of the Technology Specialist I and II positions, and to complete a salary survey using comparable cities agreed to by the parties. The City and MMCEA will split all costs for the consultant 50-50. The study will begin no later than January 2012 and will be conducted by a specialist mutually agreed to by the parties. The parties may mutually agree to bypass the study.

If the foregoing is in conformance with your understanding, please indicate your approval and acceptance in the space provided below.

APPROVED & ACCEPTED:

MMCEA

CITY OF BELMONT

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

ALSO DELETED: SIDE LETTER RE: STUDY OF POLICE TRAINING COORDINATOR BY REGIONAL  
GOVERNMENT SERVICES

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